



## AGENDA

The Special Meeting of the  
Board of Education of Township High School District 214  
will be held on Thursday, June 29, 2023  
in the Forest View Educational Center  
2121 South Goebbert Road  
Arlington Heights, IL 60005 at 9:00 AM

1. **Call to Order**

1.1. Roll Call

2. **Pledge of Allegiance**

3. **Public Comments**

**Members of the public, especially residents of District 214, are welcome to contribute during public comments. To do so, you must sign up before the start of the meeting.**

4. **Roll Call Action Items**

4.1. Approval of Administrator Retirement Contract

5. **Adjournment**

**RETIREMENT AGREEMENT**

This **RETIREMENT AGREEMENT** (the “Agreement”) made and entered into this 29<sup>th</sup> day of June, 2023, between Keir Rogers (“Administrator”) and the Board of Education of Township High School District No. 214, Cook County, Illinois, (the “Board” or the “District”).

**W I T N E S S E T H:**

**WHEREAS**, the Administrator, on the date of execution of this Agreement, is employed by the Board as an Administrator;

**WHEREAS**, the Administrator has voluntarily elected to retire from the District effective June 30, 2024.

**WHEREAS**, the Administrator for personal and medical reasons requires leave for the 2023-2024 school year as set forth in documentation from his physician; and

**WHEREAS**, the Administrator and the Board are mutually agreeable to entering into this Agreement which confirms the terms and conditions of the Administrator’s retirement and releases and waives any charges, grievances, lawsuits, claims, or other potential litigation between the parties.

**NOW, THEREFORE**, in consideration of the promises and mutual agreements of the parties, it is hereby agreed by the Board and the Administrator as follows:

**SECTION 1. RETIREMENT**

The Administrator shall retire from his position of Administrator effective June 30, 2024. Upon Board approval and execution of this Agreement, the Administrator releases and waives any and all contractual rights extending after June 30, 2024 pursuant to the law, other than the payments/benefits provided in Section 2 of this Agreement.

**SECTION 2. CONTRACTUAL PAYMENTS AND OTHER CONSIDERATION**

In complete and final settlement of any and all claims, actions, causes of action and demands that the Administrator may now have or that may inure to the Administrator arising out of or in any way connected with, directly or indirectly, the employment of the Administrator, the Board hereby agrees as follows:

A. To provide all compensation and benefits through June 30, 2024 as set forth in the Employment Agreement between the Board and Administrator.

B. To provide a one time allotment of two hundred four and six tenths (204.6) sick days to be utilized for the 2023-2024 school year for medical purposes. This one time grant of sick leave will be available for use in the 2023-2024 school year and shall not accumulate and/or be submitted to the Illinois Teachers' Retirement System upon retirement. The Administrator shall utilize all accumulated and granted sick, personal and/or vacation days no later than June 30, 2024. It is the intent of the parties that the one time sick leave allotment that will be utilized for the 2023-2024 school year shall be available for service credit and deemed creditable earnings with the Illinois Teachers' Retirement System, however, the parties acknowledge any and all determinations regarding creditable service and creditable earnings and all other related TRS issues shall be made by the Illinois Teachers' Retirement System.

In complete and final settlement of any and all claims, actions, causes of action and demands that the Board may now have or that may inure to the Board arising out of or in any way connected with, directly or indirectly, the employment of the Administrator, the Administrator hereby agrees to continue to aid in the transition as requested. From the date of execution of this Agreement through June 30, 2024, the Administrator shall remain on leave for medical purposes. All Parties agree that the principal position of John Hersey High School will be posted for the 2023-2024 school year.

**SECTION 3. GENERAL RELEASE AND WAIVER OF CLAIMS**

In consideration of the payments and benefits set forth in Section 2 above, the Administrator, for himself and his agents, representatives, attorneys, assigns, heirs, executors, and administrators, and the Board, its members, employees, agents, officials, officers, insurers and/or attorneys fully and mutually release each other from any and all liability, claims, demands, actions, causes of action, suits, grievances, debts, sums of money, agreements,

promises, damages, costs, expenses, attorneys' fees, and remedies of any type, whether concealed or not concealed, known or unknown, regarding any act or failure to act that occurred during the employment of the Administrator, including, without limitation, any claims related to the Administrator's employment, tenure or separation of employment from the Board, and including but not limited to all claims, actions or liability under (1) *The School Code* (including, but not limited to, Section 10-22.4 and Sections 24-11 and 24-12 thereof); (2) Title VII of the *Civil Rights Act of 1964*, the *Civil Rights Act of 1991*, the *Civil Rights Act of 1866* (42 U.S.C. § 1981), the *Equal Pay Act*, the *Americans with Disabilities Act*, the *Age Discrimination in Employment Act*, the *Family and Medical Leave Act*, and the *Illinois Human Rights Act*; (2) any other federal, state, or local statute, ordinance, or regulation regarding employment, compensation, employee benefits, tenure, termination of employment, or discrimination in employment; and (3) the common law of any state relating to employment contracts, tenure, wrongful discharge, intentional infliction of emotional distress, loss of consortium or any other matter.

This General Release and Waiver of Claims does not apply to any action to enforce this Agreement.

#### **SECTION 4. RELEASE FROM AGE DISCRIMINATION CLAIM**

The Board hereby advises the Administrator to consult with an attorney prior to executing this Agreement. The Administrator acknowledges that he has been given the opportunity to, or has consulted with such counsel, prior to executing this Agreement and does hereby relinquish and waive all legal and equitable remedies provided under the *Age Discrimination in Employment Act*, as amended 29 U.S.C. §621 et seq. Further, the Administrator acknowledges that he has been informed of and understands all rights and claims pursuant to the *Older Worker's Benefit Protection Act of 1990*, P.L. 101-433, including, without limitation the following:

- A. That, by virtue of entering into this Agreement, the Administrator does not waive any rights or claims that may arise after the date of execution of this Agreement,

or to the enforcement of this Agreement;

- B. That the Administrator waives his rights and claims only in exchange for consideration in addition to anything in value to which he already is entitled to arising out of his employment relationship with the District;
- C. That the Administrator has twenty-one (21) days within which to consider this Agreement; and
- D. That for a period of seven (7) days following the execution of this Agreement, the Administrator may revoke this Agreement, and the Agreement shall not become effective or enforceable until the revocation period has expired. The eighth day following the Administrator's execution of this Agreement shall be the "ADEA Effective Date" of this Agreement.

If a court of competent jurisdiction were to determine that the aforementioned age discrimination waiver was invalid, unenforceable, or ineffective, the age discrimination waiver shall be deemed severable, and all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the parties hereto.

#### **SECTION 5. RELEASE OF AGREEMENT**

The Administrator and Board agree and understand that the contents and existence of this Agreement shall be considered confidential and shall not be disclosed to any third person or entity by either party except with the prior written approval of the non-disclosing party, upon the order of a court of competent jurisdiction or as required by state or federal law. The Parties recognize that as a public body, the School District may be limited by the Open Meetings Act, and by the Freedom of Information Act in their ability to maintain full confidentiality with regards to this Agreement. The Parties agree to act in good faith to maintain full confidentiality to the extent possible.

## **SECTION 6. NON-DISPARAGEMENT**

The Administrator and the Board, including its individual members, will not engage, or cause others to engage in conduct which disparages the others unless required under law or in defense of a legal matter. The Parties agree not to thereafter make any oral or written statement to any third party that defames the Administrator, Board or School District. All reference requests (i.e. reference telephone call, email, letter, or any other oral, written or electronic inquiry) regarding the Administrator are to be directed to Kate Kraft, Associate Superintendent of Human Resources per normal course of business. A letter of recommendation is provided in Exhibit B. Upon request, the Board shall provide a copy of the joint press statement in Exhibit C.

## **SECTION 7. VOLUNTARY NATURE OF AGREEMENT**

The Administrator and Board agree that they are freely, knowingly, voluntarily, and without duress, coercion, or undue influence signing this Agreement. The Administrator and Board agree that they intend to be legally bound by the terms of this Agreement.

## **SECTION 8. NO FAULT**

This Agreement is not to be construed or used as an admission of any wrong-doing and/or liability whatsoever by or on behalf of the Administrator and/or Board, as each of the undersigned expressly deny any and all liability or wrong doing in connection with disputed issues, if any.

## **SECTION 9. COMPLETE UNDERSTANDING**

This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties related to the subject matter hereof, and there are no promises, agreements, or undertakings, either oral or written, expressed or implied, between them other than as herein set forth.

**SECTION 10. EFFECT OF AGREEMENT**

This Agreement shall inure to the benefit of the Board and the Administrator and shall bind the Board and the Administrator, their agents, representatives, assignees, and successors.

**SECTION 11. ADVICE OF COUNSEL**

The Parties have had an opportunity to consult legal counsel regarding the terms of this Agreement and the legal liabilities of the parties, if desired.

**SECTION 12. SEVERABILITY**

If any of the provisions, terms and clauses of this Agreement are declared illegal, unenforceable, or ineffective in a legal forum with competent jurisdiction to do so, those provisions, terms and clauses shall be deemed severable, and all other provisions, terms and clauses of this Agreement shall remain valid and binding upon all the parties hereto.

**SECTION 13. AMENDMENT OF AGREEMENT**

Except as otherwise provided, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon the parties hereto unless reduced to writing and duly authorized and signed by each of them.

**SECTION 14. CHOICE OF LAW**

This Agreement shall be governed and construed in accordance with the laws of the State of Illinois to the extent applicable. In the event of the institution of any legal proceedings, the parties hereto agree that jurisdiction and venue shall be vested in any federal or state court located in the State of Illinois and that venue, for all purposes, shall be in Cook County, Illinois.

**SECTION 15. SIGNATURE IN COUNTERPARTS**

This Agreement may be executed in counterparts each of which shall be considered an

original, and all of which together shall be considered one and the same instrument.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on this 29<sup>th</sup> day of June 2023.

**ADMINISTRATOR**

  
\_\_\_\_\_  
Keir Rogers

**BOARD OF EDUCATION OF TOWNSHIP  
HIGH SCHOOL DISTRICT NO. 214.  
COOK COUNTY, ILLINOIS**

By: \_\_\_\_\_  
President

**ATTEST:**

\_\_\_\_\_  
**Secretary**

**EXHIBIT A**

June 29, 2023

Dr. Ken Arndt, Interim Superintendent  
Ms. Alva Kreutzer, Board President  
Board of Education  
Township High School District No. 214  
2123 S. Arlington Heights Road  
Arlington Heights, IL 60004

**Re: Letter of Retirement**

Dear Dr. Arndt, Ms. Kreutzer, and Members of the Board of Education,

The purpose of this letter is to tender my irrevocable intent to retire from my position as Principal effective June 30, 2024.

Sincerely,



Keir Rogers

**EXHIBIT B**

**LETTER OF RECOMMENDATION**



1615 Duke Street | Alexandria, VA 22314  
Phone: 703.528.0700 | Fax: 703.841.1543  
www.aasa.org

June 22, 2023

To Whom It May Concern,

It is with great pleasure that I write this letter of recommendation for Mr. Keir Rogers, who has been an exceptionally dedicated and impactful educator throughout his long career in public education. Having worked closely with Keir for the two years before my departure from High School District 214, where I served as superintendent, I have seen firsthand his unyielding commitment to his role as principal.

As a public school administrator, Keir has consistently demonstrated a deep and compassionate understanding of students' unique needs, prioritizing creating an environment that fosters academic and personal growth. His genuine care for the students shines through in every interaction he has with them. His approach to communication is based on respect, patience, and a desire to understand the perspectives of others, making him an appreciated and valued leader within the community. I specifically recruited him from one of our sender school districts, where he served as a middle school principal, to join our administration.

In particular, Keir's emphasis on social-emotional learning has impacted his school's culture. He understands the importance of providing an excellent academic education and nurturing our students' emotional intelligence and resilience. Keir's enthusiasm for his job and unwavering commitment to his student's success is infectious. He encourages everyone around him to strive for excellence and is an inspirational leader who attempts to create a positive, engaging, and effective learning environment.

In conclusion, it is without hesitation that I recommend Keir for any position or endeavor that he may seek to pursue. His blend of experience, dedication to education, and genuine care for his students make him an extraordinary asset to any institution. Please contact me for additional information or insight into Keir's character and qualifications.

Thank you for your review and consideration.

Sincerely,

A handwritten signature in black ink that reads "David R. Schuler". The signature is written in a cursive style with a clear, legible font.

David R. Schuler, Ph.D.  
Executive Director

## **EXHIBIT C**

### **MUTUAL STATEMENT**

On June 29, 2023, Mr. Keir Rogers provided District 214 with a letter of retirement, and the District 214 Board of Education has accepted the retirement effective June 30, 2024. Additionally, Mr. Rogers has requested and the Board has granted leave for medical reasons for the 2023-2024 school year.

The Board of Education thanks Mr. Rogers for his service to District 214, specifically John Hersey High School as well as the Specialized Schools. In turn, Mr. Rogers would like to thank the community, parents, Board of Education, administration, staff, and students for their commitment and service to the advancement of student learning.

Since this is a personnel, as well as personal, matter, District 214 and Mr. Rogers will make no further comment at this time and we ask that you respect his privacy.